

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ONONDAGA

F.S.,

Plaintiff,

-against-

WESTHILL CENTRAL SCHOOL DISTRICT AND
WESTHILL HIGH SCHOOL,

Defendants.

SUMMONS

Index No.: /19

Date Purchased: /19

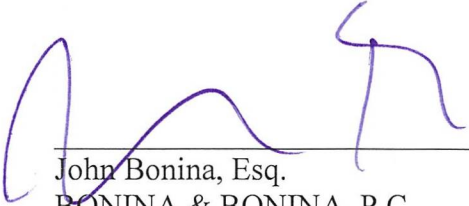
Plaintiff's designates ONONDAGA
County as the place of trial.The basis of venue is:
Principal Place of Business of
defendants and place of occurrence

County of New York

The principal place of business of
defendant WESTHILL CENTRAL
SCHOOL DISTRICT is 400
Walberta Road, Syracuse, NY
13219

To the above named Defendants:

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorneys, within twenty days after the service of this summons exclusive of the day of service, where service is made by delivery upon you personally within the state, or within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Brooklyn, New York
October 21, 2019

John Bonina, Esq.
BONINA & BONINA, P.C.
Attorneys for Plaintiff
16 Court Street, Suite 1800
Brooklyn, New York 11241
Phone No.: (718) 522-1786

TO:

WESTHILL CENTRAL SCHOOL DISTRICT
400 Walberta Road
Syracuse, NY 13219

WESTHILL HIGH SCHOOL
4501 Onondaga Blvd.
Syracuse, NY 13219

{00164289}

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ONONDAGA-----X
F.S.,

Plaintiff,

VERIFIED COMPLAINT

-against-

WESTHILL CENTRAL SCHOOL DISTRICT and
WESTHILL HIGH SCHOOL,**Index No.: /2019**Defendants.
-----X

Plaintiff, by and through his attorneys, BONINA & BONINA, P.C., complaining of the defendants herein, as and for his Verified Complaint in the above entitled action, respectfully shows to this Court, and alleges upon information and belief, as follows:

1. That prior to the service of this Summons & Complaint, plaintiff has purchased Index Number _____/19 from the Supreme Court of the State of New York, County of Onondaga, in accordance with the requirements of the CPLR.

2. This case falls within one or more of the exceptions to CPLR 1602.

NATURE OF THE ACTION

3. This is a case brought by F.S., who was a student in defendants' schools from 1961 to 1966, during the time that a man by the name of Boyd Greenwalt was a teacher at Westhill High School.

4. As a boy who was twelve years old at the time he first encountered Greenwalt, plaintiff and his family placed their trust in defendants. The defendants violated that trust by

sexually and emotionally abusing F.S. and others like him, whose care, safety and personal development had been entrusted to them, and/or by permitting such abuse to occur on their watch.

5. With the passage of the Child Victims Act, those who have endured such abuse need no longer be silent. The Child Victims Act revives previously barred claims (see CPLR 214-g), creating a one year window within which to file such claims beginning August 14, 2019. As such, this claim is timely.

THE PARTIES

6. Upon information and belief, at all times mentioned herein, Defendant WESTHILL CENTRAL SCHOOL DISTRICT was and still is a school district, duly organized under and existing by virtue of the laws of the State of New York.

7. Upon information and belief, at all times mentioned herein, Defendant WESTHILL CENTRAL SCHOOL DISTRICT was and still is a not for profit corporation duly organized under and existing by virtue of the laws of the State of New York.

8. Upon information and belief, at all times mentioned herein, Defendant WESTHILL CENTRAL SCHOOL DISTRICT was and still is a school district operating within the State of New York.

9. Upon information and belief, at all times mentioned herein, Defendant WESTHILL CENTRAL SCHOOL DISTRICT was and still is a school district doing business within the State of New York.

10. Upon information and belief, at all times mentioned herein, Defendant WESTHILL CENTRAL SCHOOL DISTRICT owned WESTHILL HIGH SCHOOL, located in Syracuse, New York.

11. Upon information and belief, at all times mentioned herein, Defendant WESTHILL CENTRAL SCHOOL DISTRICT operated WESTHILL HIGH SCHOOL, located in Syracuse, New York.

12. Upon information and belief, at all times mentioned herein, Defendant WESTHILL CENTRAL SCHOOL DISTRICT maintained WESTHILL HIGH SCHOOL, located in Syracuse, New York.

13. Upon information and belief, at all times mentioned herein, Defendant WESTHILL CENTRAL SCHOOL DISTRICT supervised WESTHILL HIGH SCHOOL, located in Syracuse, New York.

14. Upon information and belief, at all times mentioned herein, Defendant WESTHILL CENTRAL SCHOOL DISTRICT controlled WESTHILL HIGH SCHOOL, located in Syracuse, New York.

15. Upon information and belief, at all times mentioned herein, Defendant WESTHILL CENTRAL SCHOOL DISTRICT held itself out as owning, operating, maintaining, supervising and/or controlling WESTHILL HIGH SCHOOL, located in Syracuse, New York.

16. Upon information and belief, at all times mentioned herein, Defendant WESTHILL HIGH SCHOOL was and still is a school district, duly organized under and existing by virtue of the laws of the State of New York.

17. Upon information and belief, at all times mentioned herein, Defendant WESTHILL HIGH SCHOOL was and still is a not for profit corporation duly organized under and existing by virtue of the laws of the State of New York.

18. Upon information and belief, at all times mentioned herein, Defendant WESTHILL HIGH SCHOOL was and still is a school operating within the State of New York.

19. Upon information and belief, at all times mentioned herein, Defendant WESTHILL HIGH SCHOOL was and still is a school doing business within the State of New York.

20. Pursuant to the Child Victims Act and General Municipal Law 50-e(8)(b), General Municipal Law 50-e does not apply to this claim, and a Notice of Claim need not have been served.

21. Pursuant to the Child Victims Act and General Municipal Law 50-i(5), General Municipal Law 50-i does not apply to this claim, and a Notice of Claim need not have been served.

22. Pursuant to the Child Victims Act and Education Law 3813(2); Education Law 3813, General Municipal Law 50-e, and General Municipal Law 50-I do not apply to this claim, and a Notice of Claim need not have been served.

23. Plaintiff F.S. was a student in defendants' schools from 1961 to 1966.

24. From 1961 through 1966, at the time he was a student in defendants' schools, plaintiff F.S. was a resident of the Town of Geddes, County of Onondaga, State of New York.

25. Currently plaintiff F.S. is a resident of the Town of Preble, County of Cortland, State of New York.

26. From 1961 through approximately 1963, defendants employed a teacher by the name of Boyd Greenwalt.

27. From 1962 through 1963, defendants' employee Boyd Greenwalt repeatedly sexually abused plaintiff F.S.

28. Defendants are vicariously liable and responsible for the acts and omissions of their employee Boyd Greenwalt, and are responsible for their own acts and omissions which caused, allowed and permitted Greenwalt's sexual abuse to occur.

THE FACTS

29. From 1961 to 1963, Boyd Greenwalt was a High School science teacher employed by defendants.

30. In the fall of 1961, plaintiff F.S. met Boyd Greenwalt when Greenwalt was a study hall monitor. While Greenwalt supervised study hall attended by F.S., Greenwalt encouraged F.S. to sit and converse with him while seated before him on his teacher's desk.

31. Plaintiff F.S. was a good student who interested in science, and Greenwalt befriended him, and showed him how to do science experiments and how to use a microscope.

32. Over time, Greenwalt steered their conversations towards sexual matters and masturbation, further grooming plaintiff F.S. for sexual abuse and pedophilia. At the time plaintiff was twelve years old and in seventh grade.

33. All of the above took place upon and within the premises of defendants' school, located at 4501 Onondaga Blvd., Syracuse, New York.

34. Beginning in the Spring of 1962, Greenwalt began to sexually abuse plaintiff F.S., upon and within the premises of defendants' school, located at 4501 Onondaga Blvd., Syracuse, New York.

35. This sexual abuse included touching plaintiff F.S., rubbing and fondling his genitals, and masturbating him.

36. The sexual abuse which plaintiff F.S. was subjected to and endured continued through the remainder of that school year, and into the following school year when plaintiff was in Ninth grade (plaintiff skipped eighth grade).

37. Prior to Greenwalt's sexual abuse of plaintiff, defendants were aware and/or should have been aware that Greenwalt was a sexual abuser and a pedophile, and had had inappropriate contact with and inappropriate relations with children.

38. Prior to Greenwalt's sexual abuse of plaintiff, Defendants knew or should have known of Greenwalt's tendencies to abuse children, as he frequently sought to be alone with children on their grounds.

39. At the time he was subjected to this sexual abuse, F.S. was between the ages of twelve and thirteen years old.

**AS AND FOR A FIRST CAUSE OF ACTION ON BEHALF OF
PLAINTIFF F.S. BASED UPON A THEORY
OF STATUTORY LIABILITY AS AGAINST ALL DEFENDANTS**

40. That the Plaintiff F.S. repeats, reiterates and realleges each and every allegation contained in of the Complaint set forth in paragraphs "FIRST" through "THIRTY-NINTH" inclusive with the same force and effect as though said allegations were herein fully set forth at length.

41. The conduct of defendants, and/or each of them, and/or their agents, servants, employees, teachers and/or staff, constituted violations of Article 130 of the Penal Law of the State of New York and/or its predecessor statutes.

42. The conduct of defendants, and/or each of them, and/or their agents, servants, employees, teachers and/or staff, constituted violations of Article 130 of the Penal Law of the

State of New York, including but not limited to violations of Penal Law Sections 130.00, 130.05, 130.52, 130.55, 130.60, 130.65, 130.75, 130.80, 130.95, and 130.96.

43. The conduct of defendants, and/or each of them, and/or their agents, servants, employees and/or staff, constituted violations of Article 260 of the Penal Law of the State of New York and/or its predecessor statutes, including but not limited to 260.10.

44. That the subject sexual offenses were committed forcibly by the defendants and/or their agents, servants, staff, and/or employees against the plaintiff, who was a minor, while under defendants' custody, supervision and/or control.

45. That as a result of the statutory violations of the Defendants herein, and/or each of them, and/or their agents, servants, teachers, employees and/or staff as aforesaid, the Plaintiff F.S. endured sexual abuse and molestation, as well as emotional abuse, and sustained serious and severe damage, harm and injuries, and was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering and emotional distress, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

46. That by reason of the foregoing, the Plaintiff F.S. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR A SECOND CAUSE OF ACTION ON BEHALF OF
PLAINTIFF F.S. BASED UPON A THEORY OF
NEGLIGENCE AS AGAINST ALL DEFENDANTS**

47. That the Plaintiff F.S. repeats, reiterates and realleges each and every allegation contained in of the Complaint set forth in paragraphs "FIRST" through "FORTY-SIXTH"

inclusive with the same force and effect as though said allegations were herein fully set forth at length.

48. While F.S. was in the custody of and under the care and supervision of defendants and/or each of them from approximately 1961 to 1966, defendants stood in the place of F.S.'s parents (in loco parentis), and as such were responsible for his care, well-being, and safety amongst other things, and had a duty to protect him from harm, abuse, assault and other harms, including but not limited to sexual abuse and sexual assaults.

49. From approximately 1961 to 1966 defendants had a duty to care for the welfare and well-being of F.S. as if they were his parents, and to protect him from harm, abuse, assault and other harms, including but not limited to sexual abuse, as well as physical and emotional abuse.

50. Defendants breached their duty of care with respect to F.S.

51. Defendants breached their duty to care for F.S., failed to properly carry out their duty to stand in the place of his parents, and were negligent, careless and reckless in failing to protect him from harm, abuse, assault and other harms, including but not limited to sexual abuse and assaults, as well as physical and emotional abuse.

52. Defendants had both actual and constructive notice of the sexual abuse and sexually abusive tendencies of Boyd Greenwalt, and failed to institute appropriate measures to prevent and/or stop the abuse.

53. That as a result of the negligence and breach of duty of defendants, and/or each of them, and/or their agents, servants, teachers, employees and/or staff as aforesaid, the Plaintiff F.S. endured sexual abuse and molestation, as well as emotional abuse, and sustained serious and severe damage, harm and injuries, and was caused to suffer severe and significant conscious pain

and suffering, including psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

54. That by reason of the foregoing, the Plaintiff F.S. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR A THIRD CAUSE OF ACTION ON BEHALF OF
PLAINTIFF F.S. BASED UPON A THEORY OF
NEGLIGENT SUPERVISION AS AGAINST ALL DEFENDANTS**

55. That the Plaintiff F.S. repeats, reiterates and realleges each and every allegation contained in of the Complaint set forth in paragraphs "FIRST" through "FIFTY-FOURTH" inclusive with the same force and effect as though said allegations were herein fully set forth at length.

56. While F.S. was under the care, custody, control, and supervision of defendants and/or each of them from approximately 1961 to 1966, defendants had a duty to supervise F.S., and to protect him from harm, abuse, assault and other harms, including but not limited to sexual assaults as well as emotional abuse, and were responsible for his care, well-being, and safety amongst other things.

57. Defendants breached their duty to properly supervise F.S., failed to properly carry out their duty to supervise him in his activities, and were negligent, careless and reckless in failing to properly supervise him and in failing to adequately protect him from harm, abuse, assault and other harms, including but not limited to sexual abuse and assault, as well as emotional abuse.

58. That as a result of this negligent supervision and breach of duty of defendants, and/or each of them, and/or their agents, servants, employees, teachers and/or staff as aforesaid, the Plaintiff F.S. endured sexual abuse and molestation, as well as emotional abuse, and sustained serious and severe damage, harm and injuries, and was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

59. That by reason of the foregoing, the Plaintiff F.S. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR A FOURTH CAUSE OF ACTION ON BEHALF OF
PLAINTIFF F.S. BASED UPON A THEORY OF NEGLIGENT HIRING, RETENTION
AND SUPERVISION AS AGAINST ALL DEFENDANTS**

60. That the Plaintiff F.S. repeats, reiterates and realleges each and every allegation contained in of the Complaint set forth in paragraphs "FIRST" through "FIFTY-NINTH" inclusive with the same force and effect as though said allegations were herein fully set forth at length.

61. Defendants and/or each of them had a duty to conduct appropriate and proper hiring, screening, and retention practices to prevent the hiring and retention of those who may pose a risk of harm, including but not limited to sexual abuse as well as emotional abuse, to minors who had been entrusted to their care, custody, supervision and control.

62. Defendants and/or each of them had a duty to adequately and properly supervise those whom they did hire and/or retain in a reasonably prudent fashion, to prevent those they

hired and/or retained from becoming a risk of harm, including but not limited to sexual abuse as well as emotional abuse, to those minors who had been entrusted to their care, custody, supervision and control including the plaintiff herein.

63. Defendants and/or each of them had a duty to prevent known risks of harm, and to prevent their employees, teachers and/or staff from inflicting harm upon the children who had been entrusted to them including the plaintiff herein.

64. Defendants and/or each of them had a duty to adequately supervise their employees, teachers, and/or staff so as to ensure the safety and well-being of the children who had been entrusted to them including the plaintiff herein.

65. Defendants and/or each of them had a duty to adequately supervise their employees, teachers and/or staff so as to ensure that they carried out their duties in a manner which reduced and/or eliminated the risk of harm, including but not limited to sexual abuse as well as emotional abuse, to those who had been entrusted to their care, custody, supervision and control including the plaintiff herein.

66. Defendants and/or each of them had a duty to adequately supervise their employees, teachers and/or staff so as to ensure that they did not sexually abuse and/or emotionally abuse, those who had been entrusted to their care, custody, supervision and control including the plaintiff herein.

67. Defendants breached their duty to conduct their hiring and retention practices in a reasonably prudent fashion, and to adequately and properly supervise and/or train their employees, teachers, and/or staff, including but not limited to Boyd Greenwalt, in a reasonably prudent fashion.

68. Defendants were negligent, careless and reckless in the manner in which they conducted their hiring and retention of staff, including but not limited to Boyd Greenwalt, and hired and retained employees, teachers, and/or staff who both permitted a culture of abuse, and had a history of abusing children.

69. Defendants were negligent, careless and reckless in the manner in which they supervised and/or trained their employees, teachers, and/or staff, including but not limited to Boyd Greenwalt, and caused, allowed and permitted their employees, teachers, and/or staff to create a culture of abuse and to sexually abuse children under their supervision.

70. Defendants were negligent, careless and reckless in the manner in which they supervised and/or trained their employees, teachers, and/or staff, including but not limited to Boyd Greenwalt, in that they failed to prevent them from sexually abusing as well as emotionally abusing those who had been entrusted to their care, custody, supervision and control including but not limited to Plaintiff F.S.

71. Defendants were negligent, careless and reckless in their failure to properly supervise their agents, servants, employees, teachers and/or staff so as to ensure that they were not sexually abusing as well as emotionally abusing, the children who were entrusted to their care, custody, supervision and control including but not limited to Plaintiff F.S.

72. That as a result of this negligent hiring, retention and supervision by defendants, and/or each of them, and/or their agents, servants, employees, teachers and/or staff as aforesaid, the Plaintiff F.S. endured sexual abuse and molestation as well as emotional abuse, and sustained serious and severe damage, harm and injuries, and was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic

damages and loss, and will continue to experience and incur these damages and losses in the future.

73. That by reason of the foregoing, the Plaintiff F.S. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR A FIFTH CAUSE OF ACTION ON BEHALF OF PLAINTIFF F.S. BASED
UPON A THEORY OF NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS AGAINST ALL DEFENDANTS**

74. That the Plaintiff F.S. repeats, reiterates and realleges each and every allegation contained in of the Complaint set forth in paragraphs "FIRST" through "SEVENTY-THIRD" inclusive with the same force and effect as though said allegations were herein fully set forth at length.

75. Defendants and/or each of them, and/or their agents, servants, employees, teachers and/or staff, had the power, the ability and the authority, as well the duty, to stop the negligent, improper, unlawful and egregious conduct described hereinabove that resulted in plaintiff F.S. suffering severe emotional distress.

76. Defendants and/or each of them, and/or their agents, servants, employees, teachers and/or staff, had the duty to intervene to stop, prevent and prohibit the negligent, improper, unlawful and egregious conduct described hereinabove that resulted in plaintiff F.S. suffering severe emotional distress.

77. Defendants and/or each of them, and/or their agents, servants, employees, teachers and/or staff, knew or should have known that the failure to properly act would and in fact did cause plaintiff F.S. to suffer severe emotional distress.

78. Defendants and/or each of them, and/or their agents, servants, employees, teachers and/or staff, negligently failed to act to stop, prevent and/or prohibit the negligent, improper, unlawful and egregious conduct described hereinabove, thus resulting in plaintiff F.S. suffering severe emotional distress.

79. That as a result of the negligent infliction of emotional distress of defendants, and/or each of them, and/or their agents, servants, employees, teachers and/or staff as aforesaid, the Plaintiff F.S. endured sexual abuse and molestation as well as emotional abuse, and sustained serious and severe damage, harm and injuries, and was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering and emotional distress, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

80. That by reason of the foregoing, the Plaintiff F.S. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR A SIXTH CAUSE OF ACTION ON BEHALF OF PLAINTIFF F.S. BASED
UPON A THEORY OF INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS
AGAINST ALL DEFENDANTS**

81. That the Plaintiff F.S. repeats, reiterates and realleges each and every allegation contained in of the Complaint set forth in paragraphs "FIRST" through "EIGHTIETH" inclusive with the same force and effect as though said allegations were herein fully set forth at length.

82. Defendants and/or each of them, and/or their agents, servants, employees, teachers and/or staff, engaged in willful, contumacious, and outrageous conduct with respect to

F.S., with the intent to cause, and/or with reckless disregard of the probability of causing plaintiff F.S. to suffer severe emotional distress.

83. Defendants and/or each of them, and/or their agents, servants, employees, teachers and/or staff, engaged in willful, contumacious, and outrageous conduct with respect to F.S., with the intent to degrade and abuse F.S., and/or to satisfy and gratify their own sick sexual desires.

84. Defendants and/or each of them, and/or their agents, servants, employees, teachers and/or staff committed these horrific acts with malicious, abusive and oppressive intent, and with the likelihood of causing plaintiff F.S. to suffer severe emotional distress.

85. That as a result of the intentional infliction of emotional distress of defendants, and/or each of them, and/or their agents, servants, employees, teachers and/or staff as aforesaid, the Plaintiff F.S. endured sexual abuse and molestation as well as emotional abuse and emotional distress, and sustained serious and severe damage, harm and injuries, and was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

86. That by reason of the foregoing, the Plaintiff F.S. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR A SEVENTH CAUSE OF ACTION ON BEHALF OF
PLAINTIFF F.S. BASED UPON A THEORY OF
BATTERY AGAINST ALL DEFENDANTS**

87. That the Plaintiff F.S. repeats, reiterates and realleges each and every allegation contained in of the Complaint set forth in paragraphs "FIRST" through "EIGHTY-SIXTH" inclusive with the same force and effect as though said allegations were herein fully set forth at length.

88. The horrific acts of the defendants and/or each of them, and/or their agents, servants, employees, teachers and/or staff amounted to harmful and offensive contacts to plaintiff F.S., all of which were done intentionally by the defendants and without plaintiff F.S.'s consent.

89. Such acts were of a sexual and sexually abusive nature as well as an emotionally abusive nature, and were done without plaintiff's consent.

90. Such acts were done for the purposes of degrading and abusing F.S., and/or to gratify the sick sexual desires of the defendants and/or each of them, and/or their agents, servants, employees, volunteers and/or staff.

91. As a direct and proximate result of the battery and/or sexual battery by the defendants, plaintiff F.S. was caused to suffer serious and severe personal injuries, emotional distress, conscious pain and suffering, psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

92. That as a result of the battery and/or sexual battery of defendants, and/or each of them, and/or their agents, servants, employees, teachers and/or staff as aforesaid, the Plaintiff F.S. was caused to suffer severe and significant conscious pain and suffering, including

psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

93. That by reason of the foregoing, plaintiff F.S. is entitled to compensatory damages from the defendants, and is further entitled to punitive and exemplary damages.

94. That by reason of the foregoing, the Plaintiff F.S. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR AN EIGHTH CAUSE OF ACTION ON BEHALF OF
PLAINTIFF F.S. BASED UPON A THEORY OF
ASSAULT AGAINST ALL DEFENDANTS**

95. That the Plaintiff F.S. repeats, reiterates and realleges each and every allegation contained in of the Complaint set forth in paragraphs "FIRST" through "NINETY-FOURTH" inclusive with the same force and effect as though said allegations were herein fully set forth at length.

96. The horrific acts of the defendants and/or each of them, and/or their agents, servants, employees, teachers and/or staff were intended to create and did in fact create a reasonable apprehension in plaintiff F.S. of immediate harmful and offensive contacts including but not limited to sexual contacts to F.S.'S person, all of which were done intentionally by the defendants and without plaintiff F.S.'S consent.

97. Such acts were of a sexually abusive nature, and were done intentionally by the defendants without F.S.'S consent.

98. Such acts were done for the purposes of degrading and abusing F.S., and/or to gratify the sick sexual desires of the defendants and/or each of them, and/or their agents, servants, employees, teachers and/or staff.

99. As a direct and proximate result of the assault and/or sexual assault by the defendants, plaintiff F.S. was caused to suffer serious and severe personal injuries, emotional distress, conscious pain and suffering, psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

100. That as a result of the assault and/or sexual assault of defendants, and/or each of them, and/or their agents, servants, employees, teachers and/or staff as aforesaid, the Plaintiff F.S. was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

101. That by reason of the foregoing, plaintiff F.S. is entitled to compensatory damages from the defendants, and is further entitled to punitive and exemplary damages.

102. That by reason of the foregoing, the Plaintiff F.S. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

STATEMENT REGARDING INTENT TO SEEK PUNITIVE DAMAGES

While not seeking punitive damages as a separate cause of action, Plaintiff puts Defendants on notice that Defendants' acts and omissions and statutory violations were wonton

and reckless and evidence of disregard of the rights and safety of the general public and of Plaintiff. Punitive damages will be requested to punish Defendants and deter others from similar conduct.

WHEREFORE, F.S., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the First Cause of Action.

WHEREFORE, F.S., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Second Cause of Action.

WHEREFORE, F.S., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Third Cause of Action.

WHEREFORE, F.S., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Fourth Cause of Action.

WHEREFORE, F.S., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Fifth Cause of Action.

WHEREFORE, F.S., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Sixth Cause of Action.

WHEREFORE, F.S., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Seventh Cause of Action.

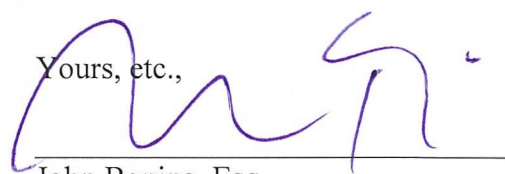
WHEREFORE, F.S., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Eighth Cause of Action, together with the costs and disbursements of this action.

PLAINTIFFS DEMAND A TRIAL BY JURY ON ALL ISSUES.

Dated: Brooklyn, New York
October 21, 2019

“I have read the foregoing and I certify that, upon information and belief, the source of which is the review of a file maintained by my office, that the foregoing Summons and Verified Complaint is not frivolous as defined in Subsection (c) of Section 130-1.1 of the Rules of the Chief Administrator.”

Yours, etc.,



John Bonina, Esq.
Bonina & Bonina, P.C.
Attorneys for Plaintiff
16 Court Street – Suite 1800
Brooklyn, New York 11241
Phone No.: (718) 522-1786

I, the undersigned, am an attorney admitted to practice in the courts of New York, and



Attorney's
Certification

certify that the annexed

has been compared by me with the original and found to be a true and complete copy thereof.



Attorney's
Verification By
Affirmation

John Bonina, Esq. say that: I am the attorney of record, or of counsel with the attorney(s) of record, for the plaintiff(s).

I have read the annexed **SUMMONS AND VERIFIED COMPLANT** know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based on the following. By a review of a file maintained in my office.

The reason I make this affirmation instead of Plaintiff(s) is Plaintiff(s) reside(s) in a County other than the one in which I maintain my office.

I affirm that the foregoing statements are true under penalties of perjury.

Dated: October 21, 2019

John Bonina, Esq.

STATE OF NEW YORK, COUNTY OF KINGS

ss:



Individual
Verification

being sworn says: I am the plaintiff in the action herein; I have read the annexed know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.



Corporate
Verification

the _____ of _____
a corporation, one of the parties to the action; I have read the annexed know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

My belief, as to those matters therein not stated upon knowledge, is based on the following:

Sworn to before me on _____

STATE OF NEW YORK, COUNTY OF KINGS

ss:

, being sworn says: I am not a party to the action, am over the age of 18 years of age and reside in

On, I served a true copy of the annexed in the following manner:



Service By
Mail

by mailing the same in a sealed envelope, with postage prepaid thereon, in a post-office or official depository of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressee(s) as indicated below:



Service by
E-filing

by E-filing the same with the Supreme Court – New York County to the addressee(s) as indicated below:



Service By
Electronic
Means

by transmitting the same to the attorney by electronic means to the telephone number or other station or other limitation designated by the attorney for that purpose. In doing so I received a signal from the equipment of the attorney indicating that the transmission was received, and mailed a copy of same to that attorney, in a sealed envelope, with postage prepaid thereon, in a post office or official depository of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressee(s) as I indicated below:



Service By
Overnight
Delivery

by depositing the same with an overnight delivery service in a wrapper properly addressed. Said delivery was made prior to the latest time designated by the overnight delivery service for overnight delivery. The address and delivery service are indicated below:

Sworn to before me on _____

Index No.:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ONONDAGA

F.S.,

Plaintiff,

-against-

WESTHILL CENTRAL SCHOOL DISTRICT AND WESTHILL HIGH SCHOOL,

Defendants.

SUMMONS AND VERIFIED COMPLAINT

BONINA & BONINA, P.C.

Attorneys for *Plaintiff(s)*
16 Court Street, Suite 1800
Brooklyn, New York 11241
Tele. No.: (718) 522-1786
Fax No.: (718) 243-0414

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed documents are not frivolous.

Dated: **October 21, 2019**

Signature: 

Print Signer's Name: **John Bonina, Esq.**

Service of a copy of the within
Dated:

is hereby admitted.

Attorney(s) for

PLEASE TAKE NOTICE



Notice of
Entry

that the within is a (certified) true copy of a entered in the office of the clerk of the within named Court on



Notice of
Settlement

that an Order of which the within is a true copy will be presented for settlement to the Hon.
one of the judges of the within named Court,
at on 20 , at M.

Dated:

To:
Attorney(s) for

BONINA & BONINA, P.C.

Attorneys for Plaintiff(s)
16 COURT STREET
BROOKLYN, N.Y. 11241

STATE OF NEW YORK, COUNTY OF KINGS ss:

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